

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

CNA INSURANCE COMPANY, LTD., a
corporation;

Plaintiff,

v.

WALLENIOUS WILHELMSSEN LOGISTICS
AS (“WWLAS”), WALLENIOUS
WILHELMSSEN OCEAN AS (“WWOAS”),
AND WALLENIOUS WILHELMSSEN
LOGISTICS AMERICAS LLC; and DOES 1-
20;

Defendants.

IN LAW AND IN ADMIRALTY

Case No. 3:20-cv-5884

**PLAINTIFF’S COMPLAINT IN
ADMIRALTY FOR DAMAGE TO OCEAN
CARGO**

Plaintiff’s complaint follows:

1. Plaintiff CNA INSURANCE COMPANY, LTD. (“CNA”), is now, and at all times herein material was the insurer of the cargo that is the subject of this lawsuit.
2. Plaintiff is informed and believes, and on the basis of that information and belief alleges that WALLENIOUS WILHELMSSEN LOGISTICS AS (“WWLAS”), WALLENIOUS WILHELMSSEN OCEAN AS (“WWOAS”), and WALLENIOUS WILHELMSSEN LOGISTICS AMERICAS LLC (“WWLA”) (jointly, the “Defendants”), are now and at all times herein material

1 were engaged in business as common carriers for hire within the United States and within this
2 judicial district, calling regularly at the Port of Tacoma.

3 3. Plaintiff's complaint contains a cause of action for damage to cargo arising under a
4 statute of the United States, namely the Carriage of Goods by Sea Act, 46 U.S.C. § 30701 Note,
5 and is therefore within the jurisdiction of this Court pursuant to 28 U.S.C. § 1331, as more fully
6 appears herein. Additionally, the Court has admiralty jurisdiction pursuant to 28 U.S.C. § 1333.
7 Venue is proper under 28 U.S.C. § 1391(b).

8 4. This is a cause of action for damage to ocean cargo, and is an admiralty and
9 maritime claim within the meaning of Rule 9(h), Federal Rules of Civil Procedure, as hereinafter
10 more fully appears.

11 5. Plaintiff is informed and believes, and on the basis of such information and belief
12 alleges that, on or about May 16, 2019, at Southampton, United Kingdom, Defendants, and each
13 of them received a shipment of (1) HP JCB 220X Excavator, (2) HP JCB JS145 Tracked
14 Excavators, (1) HP JCB JZ141 Excavator, and/or related equipment (the "Cargo"), for carriage
15 under Wallenius Wilhelmsen Ocean Sea Waybill No. GB1928771, and others, issued by and/or on
16 behalf of said defendants. Defendants, and each of them, agreed, under contracts of carriage and in
17 return for good and valuable consideration, to carry the Cargo from Southampton, United
18 Kingdom to the Port of Tacoma, and there deliver said cargo to the lawful holder of the
19 aforementioned bills of lading, and others, in the same good order, condition, and quantity as
20 when received.

21 6. Thereafter, in breach of and in violation of said agreements, Defendants, and each
22 of them, did not deliver the Cargo in the same good order, condition, and quantity as when
23 received at Southampton. To the contrary, Defendants, and each of them, delivered the Cargo in a
24 damaged condition due to rough and/or careless handling. Damage, destruction, and survey costs
25 incurred due to the Defendants' failure to deliver the Cargo in good order and condition is in the
26 amount of \$95,592.11.

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1 7. Prior to the shipment of the herein described cargo and prior to any loss thereto,
2 CNA issued its policy of insurance whereby CNA agreed to indemnify the owner of the Cargo and
3 its assigns, against loss of or damage to the Cargo while in transit, including mitigation expenses,
4 and CNA has therefore become obligated to pay, and has paid to the person entitled to payment
5 under said policy the sum of \$95,592.11.

6 8. Plaintiff has therefore been damaged in the sum of \$95,592.11, or another amount
7 according to proof at trial, no part of which has been paid, despite demand therefor.

8 WHEREFORE, Plaintiff prays that this Court enter judgment in its favor and against
9 Defendants, and each of them; that this Court decree payment by Defendants, and each of them, to
10 Plaintiff in the sum of \$95,592.11, together with prejudgment interest thereon and costs of suit
11 herein; and that Plaintiff have such other and further relief as in law and justice it may be entitled
12 to receive.

13
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15 Dated: September 1, 2020

Respectfully submitted,
GIBSON ROBB & LINDH LLP

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